AGREEMENT

Between

Gloucester County Superior Officers Association FOP Lodge #165
FOP New Jersey Labor Council

And The

Gloucester County Board of Chosen Freeholders/
Gloucester County Sheriff

For the period of

JANUARY 1, 2011 through DECEMBER 31, 2014

Prepared by
RJ Anderson
Staff Representative
FOP NJ Labor Council
January 12, 2012

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	4
I	RECOGNITION	4
II	GRIEVANCE PROCEDURE	5
III	WORKDAY, OVERTIME, CALL BACK, STANDBY	8
IV	WAGES	10
V	UNIFORMS	11
VI	MEDICAL BENEFITS, DISABILITY BENEFITS, RETIREMENT BENEFITS, CHANGE OF CARRIER, WAIVER OF BENEFITS, FLEXABLE SPENDING PLANS	11
VII	HOLIDAYS	16
VIII	VACATION, CARRY OVER, SENIORITY	16
IX	EMPLOYEE REIMBURSEMENT	18
X	SICK LEAVE, ACCURAL AND RETIREMENT COMPENSATION	18
XI	AUTHORIZED LEAVE	20
XII	WORKERS COMPENSATION	21
XIII	MANAGEMENT RIGHTS	22
XIV	ASSOCIATION RIGHTS	23
XV	RE-OPENER PROVISION	24
XVI	DUES DEDUCTION	24
XVII	REPRESENTATION FEE	25
XVIII	MAINTENANCE OF OPERATION	27

XIX	WORKING CONDITIONS AND SAFETY ITEMS	28
XX	EMPLOYEE RIGHTS, RECORDS, HEARINGS, LEGAL REPRESENTATION, SENIORITY	29
XXI	MISCELLANEOUS PROVISIONS, SHIFT CHANGE RETROACTIVITY	30
XXII	DISCIPLINE APPEALS	32
XXIII	FULLY BARGAINED CLAUSE	33
XXIV	DURATION, EXECUTED AGREEMENT	34

APPENDIX

APPENDIX "A"	Salary Schedule	35
APPENDIX "B"	Uniforms	36
APPENDIX "C"	Dental Employee costs to employees	37

PREAMBLE

This Agreement is entered into this 2nd day of February, 2012 by and between the Board of Chosen Freeholders/Sheriff of The County of Gloucester, (Hereinafter referred to as the "Employer") and the Sheriff's Office Superior Officers Association, Fraternal Order of Police Lodge #165 (Hereinafter referred to as the SOA). In consideration of the following mutual covenants, it is hereby agreed as follows;

ARTICLE I

RECOGNITION

A. The employer agrees to recognize the SOA as the exclusive bargaining agent for the full time Employees classified as County Sheriff's Officer Lieutenant and County Sheriff's Officer Captain, hereinafter termed "Employees", but excluding all other Employees not specifically included above.

B. Where appropriate, the rules and regulations of the Merit Review Board and the Public Employment Relations Commission shall cover Employees under this Agreement. Those rules and regulations, will, when appropriate, be interpreted solely by the respective Commissions.

C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

D. The County of Gloucester recognizes the Gloucester County Superior Officers association FOP Lodge #165 an affiliate of the FOP NJ Labor Council as sole representatives for the majority employees represented in the Agreement.

ARTICLE II

GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall be constructed as limiting the right of any Employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the SOA, provided such adjustment is not inconsistent with the terms of this Agreement.

3. An employee who wishes to pursue a grievance against the advice of the SOA may pursue it through Step 3 only. Arbitration shall only be initiated by the SOA.

B. DEFINITIONS

1. A "Grievance is a claim by an employee, group of Employee's, or the SOA on behalf of an Employee or group of Employees, based upon the interpretation, application or violation of this Agreement, administrative rules and policies. The sole remedy available to any Employee for any alleged breach of this Agreement shall be pursuant to the grievance procedure provided.

2. A Grievance may be implemented as a disciplinary appeals process.

3. An "Aggrieved Person" is a person or persons or the SOA making a claim of a change in terms and conditions of employment or a misinterpretation of this Agreement.

C. PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limis specified may be, however, extended by mutual agreement. If no response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the SOA may proceed to the next level.

   LEVEL ONE: A grievance may be filed in writing with the Undersheriff, within ten (10) calendar days of the occurrence of the grievance. The Undersheriff shall render a written decision within ten (10) calendar days after receipt of the

grievance. Failure of the SOA to file within ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

LEVEL TWO: In the event a settlement has not been reached through Level One procedures. A grievance may be filed with the County Administrator or his designee within ten (10) calendar days following receipt of the determination of Level One. The County Administrator or his designee shall schedule and hold a meeting within ten (10) calendar days following receipt of the grievance and shall render a written determination within ten (10) calendar days after the date of such meeting.

LEVEL THREE: In the event a settlement has not been reached through Level Two procedures, a grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the determination of Level Two. The Sheriff or his designee shall render a written determination within ten (10) calendar days following receipt of the grievance.

LEVEL FOUR: In the event a settlement has not been reached through Level Three procedures, the SOA may, after determining that the grievance is meritorious, submit the grievance to arbitration through the Public Employee Relations Commission (PERC) with in ten (10) calendar days.

D. ARBITRATION

1. If the SOA determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination. Such submission shall be pursuant to the rules of the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.

2. It is understood that arbitration is limited to grievances based upon the interpretation, application or violation of the four corners of this Agreement or on Appeal for a disciplinary action.

3. In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions and rules of PERC, or a Court Competent of Jurisdiction.

4. The arbitrator shall not consider any past practice precedent or prior arbitration award of the parties except to the extent needed to clarify ambiguous language of this Agreement, except in a disciplinary appeal to the extent that use of such evidence shall not conflict with the terms of Article XXII of this agreement.

5. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement and is to review any issue based on the four corners of this Agreement.

6. No more than one grievance or issue may be submitted to a single arbitrator in any single proceedings unless otherwise agreed to in writing by the parties.

7. The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.

E. COSTS

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Employer and the SOA. Any other expenses incurred shall be paid by the parties incurring same.

F. REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the SOA When an Employee is not represented by the SOA, the SOA shall have the right to be present and to state its views at all stages of the grievance procedure.

E. REPRISALS

There shall be no reprisals against the SOA, management, or the individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

F. GROUP GRIEVANCE

If in the judgment of the SOA a grievance affects more than one Employee, the SOA shall identify the Employee(s) and may submit such grievance in writing, and the processing of such grievance shall commence at Level Two, The SOA may process such a grievance through all levels of the grievance procedure.

G. MISCELLANEOUS

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include the decision and shall be transmitted promptly to the aggrieved person and the SOA

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred in this Article.

4. Major Discipline of six (6) days suspension or greater is not appealable through this Agreements Grievance Procedure. It must go through the Merit System Review Board or Courts of Competent Jurisdiction.

ARTICLE III

WORKDAY, OVERTIME, CALL BACK, STANDBY

A. WORKDAY, WORKWEEK, WORK PERIOD AND LEAVE TIME ASSESSMENT

1 .WORKDAY, WORKWEEK, and WORK PERIOD

Effective Monday, February 13th, 2012, Lieutenants will be scheduled to work an average of five (5) eight (8) hour shifts per week plus an additional four (4) hours per pay period. The workday shall consist of an average eight (8) hours inclusive of a thirty (30) minute meal break.

The Captain will be scheduled to work five (5) eight (8) hour shifts.

The standard eight (8) hour shift will be 0700 hours to 1500 hours or 0800hours to 1600 hours. The workweek for Employees normally shall be Monday through Friday with Saturday and Sunday as off duty days.

This work day, workweek, work period is based on a flex time based system in which for the benefit of the Department and the County of Gloucester, the officers may use some of their daily assigned schedule to cover an extended day i.e. Freeholder Meetings or other assignments or activities that normally would cost the Department an overtime expense. The work pay period for the Lieutenants consists of eighty four (84) hours. The work pay period for the Captain consists of eighty (80) hours.

2. LEAVE TIME ASSESSMENT

Each workday shall be considered as an eight (8) hour day for the purposes of vacation, personal leave, sick leave, bereavement leave, administrative leave and union leave unless stipulated otherwise.

3. SHORT LEAVE NOTICE

Upon request, the Sheriff or his designee, with twenty four (24) hours notice shall authorize two (2) hours, four (4) hours or eight (8)hours of vacation or administrative leave to any Employee. The Sheriff or his designee may waive this requirement.

4. OVERTIME

An Employee working the average eight (8) hour shift schedule who is required to work in excess of eighty-four (84) hours, or eighty (80) hours as applicable, in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime. The first ten (10) hours of overtime in a year will be compensated in compensatory time unless the Employer opts to pay out in cash. Thereafter, the next 135 hours may be paid out in compensatory time or cash at the employee's option. Any overtime after 145 hours must be paid in compensatory time unless the Sheriff/designee designates an emergency matter

that requires the employee to work overtime and the employee has the option to receive compensation as compensatory time or cash.

The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one half (11/2) times the Employee's hourly rate. For purposes of calculating the overtime rate, the Employee's hourly rate is derived by dividing the sum of his base pay by 2184, or 2080 as applicable, hours. The compensatory time earned for hours worked in excess of 84 in the two week pay period shall be earned at time and a half.

Overtime shall include any necessary travel time for official business, as per the F.L.S.A.

Tier 1 Employees: For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays. Tier 2 Employees: For overtime purposes, time worked includes Vacation Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays; in other words, for overtime purposes, sick leave not to be counted as hours worked for Tier 2 employees. See Article IV A 3.

5. CALL BACK

If an Employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the Employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate rate.

6. STANDBY PAY

If an Employee is required to be on standby, he shall receive one (1) hour pay for every sixteen (16) hours on standby.

7. COMPENSATION TIME

Compensatory time is given in lieu of payment. All compensatory time is at the time and one half (1½) value. Employees shall attempt to use earned compensatory time within a ninety (90) day period of time from the date earned. If not used within the 90 day period, time off may be imposed by the Employer. An employee may be permitted to carry over an amount of up to ninety six (96) hours into the following year. No employee may carry over to the following year more than 96 hours of accrued compensatory time. Any unused compensatory time shall be paid at time of retirement or separation from employment.

ARTICLE IV

WAGES

A. SALARIES

1. The salaries of all Employees covered by this Agreement are set forth in Salary APPENDIX "A", which is attached to this Agreement as page # 34. The salaries are based on the 2184 annual work hours for the Sheriff Lieutenants and the 2080 annual work hours for the Sheriff Captain.

2. Employees covered by this Agreement receive the annual salary adjustment scheduled as of January 1st of each appropriate year.

3. Present employees those hired prior to January1, 2011 are considered Tier 1 Employees. Employees hired after January1, 2011 are considered Tier 2 employees.

4. Tier 1 Employees shall receive annual salaries that meet or exceed that of GC Corrections Lieutenants. Tier 1 Employees shall never be compensated at an annual salary lower then a Tier 2 Employee. At no time shall the base salary differential between a maximum step Sergeant and a Lieutenant be less than $6,500 and at no time shall a Captains salary be less than $2,750 above Lieutenant.

5. Tier 2 employees shall upon promotion to Lieutenant receive a flat increase salary amount of $6,500 over the existing Tier 2 Sergeants rate of compensation and then in subsequent years a 2% increase.

6. Tier 2 employees shall upon promotion to Captain receive a flat increase salary amount of $2,000 over the existing Tier 2 Lieutenants rate of compensation and then in subsequent years a 2% increase.

B. LONGEVITY

All employees presently covered by this agreement or future employees that shall be covered by this agreement shall not receive any longevity payment as a component of wage compensation effective January1, 2011. Existing employees have had such compensation rolled-into base salary and new employees are not eligible.

C. GRAND JURY OR COURT TIME

Any Employee required to appear before any Court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay, if applicable.

Any Employee who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time

off, with pay, or if attendance is required on off duty hours, shall receive overtime pay, if applicable

D PAY FOR ASSUMING HIGHER POSITION

Any Employee required/requested to assume the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of pay based upon the Employee's salary level.

E. SEPARATE CHECK PAYMENT

Any financial compensation due an officer shall be in their normal payroll cycle or in the normal purchase order/voucher cycle. In the event of a Monday Holiday any overtime compensation shall be received in the following pay check period.

ARTICLE V

UNIFORMS

A. ITEMS OF ISSUE

1. The Employer shall provide each Employee upon promotion with the items of clothing and equipment included in Appendix "B" attached to this Agreement at no cost to the Employee. Appendix "B" is on page # 35

   The Employees are responsible to maintain and wear uniforms as stipulated in the GC Sheriffs Standard Operating Procedures and Rules & Regulations Manual.

2. Upon retirement under any retirement option of PFRS the County of Gloucester shall issue to the retiring employee a "RETIRED" Identification card and wallet badge

B. MAINTENANCE ALLOWANCE

Effective January1, 2005 there is no maintenance allowance, all costs to maintain the officer's uniform is the responsibility of the officer. This does not pertain to uniforms damaged in the course of a work related incident.

ARTICLE VI

MEDICAL BENEFITS, DISABILITY BENEFITS, RETIREMENT BENEFITS, CHANGE OF CARRIER, WAIVER OF BENEFITS, FLEXIBLE SPENDING PLANS

A. HEALTH BENEFITS

1. The Employer is a "self insured" employer and shall provide the following health benefits for each Employee and his eligible dependents. The list of eligible dependents is in the GC Annual Enrollment Booklet for membership in the GC Health Care Program.

2. The employee shall as per NJS have a one and one half (1 ½%) percent of their pension able base salary deducted from their annual pay to off set the cost of health care coverage. Said percentage shall be equally distributed and deducted from their bi-weekly pay from January 1,2011 through the effective date of the Chapter 78 of the 2011 laws enacted June 28, 2011.

   An IRS type 125 plan commonly referred to as a medical spending account shall be made available to those employees who chose to use it.

   The covered employees agree to replace the 1.5% stated in the above paragraph by the State of New Jersey changed statue involving the health care contribution by County public employees. The employees agree to follow and accept the wording and mandate of the new statue on the effective date of the legislation and to the letter of the new statute including but not limited to the health care contribution set forth therein.

   The health benefits are defined as all health insurance coverage and include medical, prescriptions, vision and dental plans presently in existence.

   The Open Enrollment period is November/December effective the following February.

3. The Employee co-pay for Doctors visits are:

	Patriot 5	Patriot 10
Doctor visit	$ 5.00	$10.00
Specialist visit	5.00	15.00
Emergency Room	$25.00	$35.00 (waived if admitted)

   The Employer shall supply a prescription program with the employee paying the following co-pay prescription amounts.

   a. Retail Pharmacy

1. Generic	$ 5.00
2. Brand Name	10.00
3. Preferred Brand	20.00

   b. Mail in Service

   Mail in service is available to employees for maintenance prescriptions are for the 90 day maintenance medication.

   c. Miscellaneous considerations.

      1. Syringes and contraceptives will be covered by the Plan.
      2. Generic substitutions will be mandatory whenever available unless the physician specifies a name brand only drug.

4. Vision Care shall remain a separate policy provided in addition to the vision care coverage provided under the Employer's medical plan. Allowance for the following items shall be as follows;

Examinations	$ 30.00
Frames	$ 20.00
Single vision lenses	$ 30.00
Bifocal lenses	$ 43.00
Trifocal lenses	$ 50.00
Lenticular lenses	$100.00
Contact lenses	$200.00

5. Dental Care Plan shall continue to be provided by the Employer in accordance with the indemnity plan for Employees only at a cost to the Employer which shall not exceed $31.00 per month. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, the terms of which shall be agreed upon by the Employer and the SOA. Employees who elect to enroll in the dental plan organization may also enroll their dependents.

   In no case shall the Employer be required to pay a higher monthly premium for any such Employee than it would have paid for Employee only coverage under the indemnity plan. Effective upon signing of this Agreement, the Employer shall offer the option of selecting Delta Premier Family Care Coverage for employees and their dependents, with the employee responsible for any additional premium, in excess of the $31 per month County Contribution. See Appendix "C" on page 36.

   Any premium costs incurred by an Employee may be paid through payroll deductions on a pre-tax basis, as authorized by section 125 of the Internal Revenue Code. Open enrollment periods for this dental plan shall be in Nov/Dec of each year, for coverage beginning February.

B. DISABILITY BENEFITS

The Employer agrees to provide disability coverage to all eligible Employees under the State Disability Benefits Law. Coverage will be financed by Employer-Employee contributions as required by law.

C. DESCRIPTION OF BENEFITS

The Employer shall continue to provide for each Employee a description of the health care benefits and insurance's provided under this article upon initial hire, or upon written request.

D. RETIREMENT COVERAGE

1. The Employer shall provide for the continuation of paid health benefits as described above for Employees and their dependents upon the Employee's retirement in accordance with County Policy. At the present time there is no employee contribution to health care premiums post retirement except as noted specifically in section of this Article.

2. Employees, to be eligible for post retirement health benefits, must retire with twenty five (25) years of service credited by PERS or PFRS and as noted in other sections of this Agreement

3. Employees with seven (7) years of County service and twenty five (25) years of service credited by P.E.R.S. or P.F.R.S. are eligible for the County prescription plan upon retirement

E. DEATH of ACTIVE EMPLOYEE

1. Upon the death of an active Employee as the result of an accident met in the actual performances of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent children, per statute.

2. Upon the death of an active Employee under circumstances not covered by subparagraph E.1 above, all health benefits of the Employee shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such Employee's death.

F. CHANGE OF CARRIERS

1. As of the drafting of this contract, the Employer is self insured and uses a third party administrator. The County of Gloucester reserves the right to change the third party administrator or change from a self insured program to a State Health Benefits Program or a Private insurance carrier so long as the benefits to be provided are substantially equivalent to those of the existing plan (s).

Prior to any change, the Employer will notify the SOA so that the SOA may, in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to Arbitration in accordance with Article II, Section D. Such Arbitration shall occur prior to any change.

G. WAIVE COVERAGES

Effective February 1, 2012, waiver payments will be discontinued in accordance with 40A: 10-17. For January 2012 only, employees who are enrolled in the medical or prescription plans pursuant to Section "A" may elect to waive coverages, subject to the following provisions.

1. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's Employer or other sources. The waiver benefit program and regulations are found in the GC Human Resource Manual Chapter 5.

The Waiver provision does not apply to employees who are covered by another member of the family that is employed by the County of Gloucester as it is considered multiple coverage and therefore, not entitled to participate in the wavier program.

2. Employees who waive medical coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

Employee only medical: .....$100.00 per month
Parent/child medical ..... $150.00 per month
Husband/wife medical ..... .$175.00 per month
Family medical .....$250.00 per month
Employee only Prescription $ 25.00 per month
Family Prescription .....$ 50.00 per month

3. For January 2012 only, waivers of coverage shall remain in effect unless Employee elects to re-enroll during a subsequent open enrollment period (Nov.-Dec. effective February) or unless the Employee loses his or her alternative coverage (as for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan sixty (60) days after giving notice or as soon thereafter as it's permitted under the insurance administration in effect.

4. Employees who have coverage but plan to apply for the post retirement medical benefit coverage pursuant to Section "D" must be re-enrolled in the respective plans not less than one (1) full year in the health care plan prior to retirement. The Open enrollment is November/December effective the following February.

H. FLEXIBLE SPENDING ACCOUNT

The Employer will make available to all bargaining unit Employees a flexible spending account which meets the requirement of Chapter 125 of

the Internal Revenue Code commonly referred to as a medical spending account. The use of this account is on a voluntary basis for the employee.

ARTICLE VII

HOLIDAYS

A. There shall be a minimum of fourteen (14) holidays per year, with a schedule of observance to be determined by the Employer.

New Years Day, Martin Luther King's birthday, Lincoln's Birthday, Washington's birthday, Veteran's Day, Good Friday, Memorial Day, Independence Day, Labor Day, General Election day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

B. Overtime work on a holiday shall be compensated at the rate of two and one half times (2 ½) the Lieutenants or Captains straight time rate.

C. Lieutenants and Captain shall follow the Gloucester County Administration schedule of observance for all holidays, they shall not be required to work these days.

ARTICLE VIII

VACATION

A. SCHEDULE

1. All full time employees hired prior to January 1,2011 shall receive the following vacation leave per calendar year (January-December)

Beginning the first year of employment .....8 hours per month
Beginning the 2nd thru the 4th year .....96 hours
Beginning the 5th thru the 11th year .....120 hours
Beginning the 12th thru the 19th year ..... 160 hours
Beginning the 20th thru the 25th year ..... 200 hours

After completion of 25 years of credited service time as recognized by the Employer and/or P.F.R.S. Employees shall receive upon beginning their 26th year, 240 hours and this shall continue until the end of the 30 years of credited service. Beginning the 31st year add 8 additional hours for every year and thereafter add 8 additional hours (i.e. 33 years 264 hours)

2. Employees assigned to an eight (8) work day shall receive an additional twenty four (24) hours of vacation leave each year of this agreement.

3. Tier 2 Employees those hired after January 1, 2011 shall receive Vacation based on the following guide:
   Beginning the first year of employment 1 day per month up to 5 days
   Beginning the 2nd year through the 5th year a total of 10 days per year
   Beginning the 6th year through the 15th year a total of 15 days per year
   Beginning the 16th year and over a total of 20 days per year.

B. ACCUMULATION

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of pressure of County business, such vacation leave, or part thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

C. CARRY OVER

Vacation leave not taken during the calendar year because of the pressure of official business shall be used during the next succeeding year only and shall be scheduled to avoid losing the leave (4A:6-1.2(f)). An Employee shall be allowed to carry over no more than ten (10) vacation days per year at their option. Any days in excess of ten (10) shall be forfeited.

D. DEATH OF THE EMPLOYEE

Upon the death of an employee all unused vacation leave and administrative leave shall be calculated and paid to the spouse or estate.

E. SEPARATION

An Employee retiring or otherwise separated shall be entitled to all vacation allowance for the current year in which the separation or retirement became effective. Any vacation leave which may have been carried over from a preceding calendar year will be included.

F. SENIORITY

Vacation selection within the appropriate work unit to which the Employee is assigned will be determined in accordance with seniority as defined in this Agreement

G. NOTICE VACATION LEAVE REQUEST

1. Upon twenty four (24) hours notice, vacations of three days or less shall be granted by the Sheriff or his designee, subject to the discretionary language of Paragraph "B" hereof. The Sheriff or his designee may waive the twenty four (24) hour notification requirement. The exercise of such discretion shall not be subject to the grievance provision of this Agreement.

2. All vacation leave in excess of three days shall be granted upon receipt of five days written notice.

ARTICLE IX

EMPLOYEE REIMBURSEMENT

A. When an Employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the IRS established rate for that period/year

B. MEALS

1. An Employee shall be reimbursed for meals up to the following amounts per day if he is required to be outside of the County on official business during the normal meal hours Breakfast $8.00, Lunch $11.00, Dinner $13.00.

C. There is an education re-imbursement program only available to any present or future employees covered by this Agreement that is limited to eight hundred ($800.00) dollars per year for courses taken towards the completion of a degree program or for courses taken for criminal justice or management at an approved Police Academy or other Law Enforcement Agency.

ARTICLE X

SICK LEAVE, ACCURAL AND RETIREMENT COMPENSATION

A. AMOUNT OF SICK LEAVE:

1. For Tier 1 employees hired prior to January 1, 2011 an amount of one hundred and twenty (120) hours as of the first working day of the year for each subsequent calendar year thereafter.

2. For Tier 2 employees hired after January 1, 2011 an amount equal to sixty four (64) hours as of the first working day of the year for each subsequent calendar year.

3. All unused sick leave in any calendar year shall accumulate from year to year.

4. In all instances. A working day, for the purpose of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.

B. SICK LEAVE MAY BE UTILIZED BY EMPLOYEE

1. When they are unable to perform their work by reason of personal

illness, accidental injury or exposure to a contagious disease

2. To care for a seriously ill member of the Employee's immediate family as provided for in NJFLA, FMLA as provided for in the GC Human Resources Manual Section 6.

C. IMMEDIATE FAMILY

Immediate family means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, civil union partner, child, foster child, sister, brother and includes relatives of the Employee residing in the Employees household. Immediate family shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. REPORTING OF ABSENCE ON SICK LEAVE

If an Employee is absent for reasons that entitle him/her to sick leave, his supervisor shall be notified at least one (1) hour prior to the Employees usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An Employee who is absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health may be required.

F. The Employer may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the Employee from a panel of physicians designated by the County. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the Employee or other Employees.

G. SICK LEAVE REDEMPTION

Employees that have accrued sick leave prior to the time of retirement shall receive at a rate of fifty percent (50%) of value for all of the accumulated sick time and shall be paid upon retirement up to a maximum of fifteen thousand dollar ($15,000.00).

ARTICLE XI

AUTHORIZED LEAVE

A. Bereavement Leave:

Employees shall be entitled to the following bereavement leave per incident with pay for the death of immediate family members, family members or persons who reside in the Employees household

1. Employees shall be entitled to thirty two (32) hours of leave per incident with pay for the death of the mother, father. spouse, child.

2 Employees shall be entitled to twenty four (24) hours of leave per incident with pay for the death of the mother in law, father in law, sister, brother, grandmother, grandfather,
grand child, foster child, sister in law, brother in law, aunt, uncle and any relative of the spouse listed above.

3. Employees shall be entitled to eight (8) hours leave per incident with pay for family members not defined above if the Employee is scheduled to work.

B. LEAVES OF ABSENCE

1. In accordance with FMLA/NJFLA, leaves of absence, without pay, for documented medical reasons, will be granted as provided for in the GC Human Resources Manual Section 6.

2. In accordance with FMLA/NJFLA, leaves of absence, without pay, for other than medical reasons may be granted by the Employer for up to twelve (12) months in four (4) segments of up to three (3) month each, as provided for in GC Human Resources Manual Section 6.11.

All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer as required in GC Human Resource Manual Section 6.

C. PREGNANCY

Disability due to pregnancy shall be considered as any other disability in accordance with law. The Employee shall not lose any seniority due to her leave.

D. MILITARY LEAVE

Military leave of absence will be granted as required by statute.

E. ADMINISTRATIVE LEAVE

Employees shall be allowed twenty four (24) hours off with pay annually for personal business that cannot be disposed of outside working hours, except that Employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave shall not be granted on the day before or the day after a holiday or vacation. In its sole discretion, however, the Employer, in extraordinary circumstances, may waive the aforementioned sentence. Except in cases of emergency, requests for administrative leave shall be submitted at least forty eight (48) hours in advance to the appropriate supervisor. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered or obstructed.

ARTICLE XII

WORKERS COMPENSATION

1. Under the New Jersey Worker's Compensation Law, Employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one (1) year.

2. It is understood that all Sheriff's Lieutenants and Captains are considered to be on duty twenty four (24) hours per day while in the State of New Jersey. Any employee who suffers an injury or illness while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders declared that it will supplement the insurance check for one (1) year.

3. Employees on Workers Compensation after the first year shall receive only the amount of compensation due them from Workers Compensation. No additional financial compensation shall be provided for by the County.

ARTICLE XIII

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. The executive management and administrative control of the County Government and its properties and facilities and activities of its employee by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time, and to be in sole charge of the quantity and quality of work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or thee effective operation of the Department after advance notice thereof to the Employees, and to require compliance by the Employees, is recognized.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer Employees.

5. To suspend, demote, discharge or take other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by law, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities and authority under R.S.40A or any other National, State or County law or regulations.

ARTICLE XIV

ASSOCIATION RIGHTS

A. INFORMATION

The County shall make available to the SOA for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.

B. RELEASE TIME

Whenever any representative of the SOA or any Employee participates during work hours in negotiations, grievance proceedings, conferences or meetings which relate to SOA business with management or the County, he shall suffer no loss in pay nor be required to make up such time.

It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County and the SOA.

C. BULLETIN BOARDS

One (1) glass door and cased bulletin board (minimum size 2' x 4') shall be provided by the Employer for the exclusive use of the SOA. The location for the board shall be designated by the SOA, subject to the approval of the Sheriff.

D. STATUTORY LEAVES

Representatives of the SOA shall be granted leave to attend all authorized conventions or conferences as mandated by statute including FOP National Convention and FOP State Convention and State FOP Mini-Conference.

E. RECOGNIZED REPRESENTATIVE

The Employer will recognize and communicate with the SOA designated representative for informational purposes pertaining to salary, benefits, or other problems between Employees and the County Treasurer's office. The Treasurer's Office will be notified of the name of the representative.

F. ASSOCIATION LEAVE

1. In addition to any leave granted by statute, up to an aggregate total of one hundred twenty (120) hours of leave with pay per year shall be granted to representatives of the SOA to attend conferences, seminars and/or conventions which relate to SOA business. The SOA shall designate the representatives and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leaves(s).

2. The aforementioned one hundred twenty (120) hours is the respective total in each year of the Agreement for all SOA representatives. That is, it is not a total for each representative.

G. COMPUTER USE

The Employer agrees to allow the SOA to use the County computer systems for official business of the SOA and for communications between the SOA and the Employer.

ARTICLE XV

RE-OPENER PROVISIONS

A. In the event of a substantial modification of job function of a class of Employees, upon request of the SOA, the contract will be re-opened on this issue only.

B. In the event a State Statute changes and directly affects this Collective Bargaining Agreement and the terms and conditions of the employment changes, the CBA may be opened by mutual agreement to address that specific change.

ARTICLE XVI

DUES DEDUCTION

A. AUTHORIZATION

The Employer agrees to make payroll deductions of SOA dues when authorized to do so by the Employee on the appropriate form. SOA deduction shall be exclusive to Lodge #165. The amount of said deduction shall have been certified to the Employer by the Secretary/Treasurer of the SOA. The Employer shall remit the dues to the address designated by the SOA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonable or possible), together with a list of employees from whose pay such deductions were made.

B. SAVE HARMLESS

The SOA shall indemnify, defend and hold the Employer harmless against any claim, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the SOA which the Employer has remitted to the SOA and reliance by the Employer on any representation made by the SOA with respect to this Article. The Employer will give the SOA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XVII

REPRESENTATION FEE

A. PURPOSE OF FEE

If an Employee covered by the terms of this Agreement does not become a member of the SOA during any calendar year which is covered in whole or part by this Agreement, said Employee will be required to pay a representative fee to the SOA for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the SOA as majority representative.

B. NOTIFICATION OF AMOUNT OF FEE

1. Prior to the beginning of each membership year, the SOA will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the SOA to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the SOA and shall be up to 85% of that amount.

2. Such sum representing the fair share shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the Employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Employer.

C. CHALLENGING ASSESSMENT PROCEDURES

1. The SOA acknowledges and affirms that it has established a procedure by which a non-member Employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the SOA pending final resolution.

D. DEDUCTION AND TRANSMISSION OF FEE

1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the SOA will submit to the Employer a list of those Employees who have not become members of the SOA for the then current membership year. The Employer will then deduct from the salaries of each Employee (in accordance with paragraph #2 below) the

full amount of the representation fee and will promptly transmit the amount so deducted to the SOA.

2. PAYROLL DEDUCTION SCHEDULE

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

a. Ten (10) days after receipt of the aforesaid list or

b. Thirty (30) days after the Employee begins his employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the Employee's employment in a bargaining unit position whichever is later.

3. TERMINATION OF EMPLOYMENT

If an Employee who is required to pay a representation fee terminates his employment with the Employer before the SOA has received the full amount of representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. MECHANICS

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fee and the transmittal of such fees to the SOA will, as nearly be as the same as those used for the deduction and transmission of regular membership dues to the SOA.

5. CHANGES

The SOA will notify the Employer in writing of any changes in the list provided for in paragraph #1 above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received the notice.

6. NEW EMPLOYEES

On or about the first day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the SOA a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

E. SAVE HARMLESS

The SOA shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the SOA which the Employer has remitted to the SOA and reliance by the Employer on any representation made by the SOA with respect to the Article. The Employer will give the SOA notice in writing of any claims, demands, suit or other form of liability in regard to which it will seek to implement this paragraph.

F. COMPLIANCE

It is the intent of the parties, in entering into this Agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission Appeal Board regulating agency fee deduction. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiencies. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE XVIII

MAINTENANCE OF OPERATION

A. It is recognized that the need for continuous and uninterrupted operation of the Sheriff's Office is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The SOA covenants and agrees that during the term of this Agreement, neither the SOA nor any person acting in its behalf will cause, authorize, engage in, sanction, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Sheriff's Office. The SOA agrees that such action would constitute a material breech of this Agreement. It is understood that Employees who participate in such activities may be subject to disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have before any court or administrative agency.

ARTICLE XIX

WORKING CONDITIONS AND SAFETY ITEMS

A. TRANSPORTATION

1. Employees who are required to transport prisoners will, wherever practicable to be of the same sex as the prisoner to be transported.

2. All official vehicles provided by the County for utilization of Employees in the performance of their duties will be caged vehicles.

3. Official vehicles provided by the Employer for the utilization of the Employees will be radio equipped and will be properly maintained by the Employer.

B. TRAINING ACADEMY SCHEDULE

Employees who are assigned to attend training Academies will follow the schedule of the Academy while enrolled at the Academy.

C. BULLETPROOF VESTS

Sheriff's Lieutenants and Captains will be issued bulletproof vests. Anyone issued a vest is required to wear it while on duty or have it immediately available. The vest shall be replaced at the manufactures specifications presently at five (5) years or if the vest is damaged.

D. AMMUNITION AND TARGETS

Employees who qualify with a hand weapon will be furnished with not less than ten (10) targets and two hundred (200) rounds of ammunition per year subject to manufactures availability.

E. EQUIPMENT

The Sheriff's Office will provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates.

F. HEPATITIS INOCULATION

The Sheriff's Office will make a hepatitis inoculation available to all Employees on a voluntary basis and without charge.

G. ENTRUSTED FUNDS

Employees shall not be responsible for funds entrusted to their care unless upon a finding of willful negligence or willful misconduct.

ARTICLE XX

EMPLOYEE RIGHTS, RECORDS, HEARING, LEGAL REPRESENTATION, SENIORITY

A. PERSONNEL RIGHTS

Employees covered by this Agreement shall be entitled to inspect their personnel file upon request and by appointment.

Prior to the placing of any material in the employee's personnel file which could have an adverse effect on the Employee's employment status, the Employee shall be given the opportunity to review such materials. The Employee shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such a signature does not necessarily indicate agreement with the contents thereof.

The Employee may also submit a written response to such materials within ten (10) calendar days after he has reviewed same, and his response will be included in the Employee's personnel file.

B HEARINGS

Any Employee who has been suspended in excess of five (5) days shall be entitled to a hearing. Such hearing shall be conducted, whenever practicable, prior to the suspension, unless, in the judgment of the Sheriff or his designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing will be conducted by a person outside of the Sheriff's Office to determine the validity of the charges.

In the event the Employee is suspended for five (5) days or less, such suspension may be appealed through the grievance procedure.

C. RE-EMPLOYMENT RIGHTS

Permanent employees who sever employment relationships who reapply within thirty (30) days of the effective date of separation will be rehired with no loss of salary, benefits or seniority.

Employees who separate for more than thirty (30) days will not receive credit for contractual benefits lost upon their resignation. The foregoing is in addition to any re-employment rights to which the Employee may be entitled through Civil Service/Department of Personnel/Merit Review procedures.

D. SENIORITY

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this Agreement and shall be presumed to be accurate unless a question is raised by an individual, or the SOA on behalf of an individual, with ten (10) calendar days of posting.

2. Seniority is defined as time in grade. Seniority shall apply to all issues related to voluntary overtime, vacation selection and any and all time off selections.

3. An Employee may exercise seniority to bid for vacancies provided that the Employer's criteria for qualifications are met. The Employer's criteria for qualifications may include the Employee's entire personnel record.

E. LEGAL REPRESENTATION

Whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an Employee by the County or a criminal proceedings instituted as a result of a complaint on behalf of the County, said Employee will be permitted to select an attorney from a panel of attorneys selected by the Office of the County Counsel. Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the Employee by the County or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable attorney fees, as determined by County Counsel, for the selected attorney, or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings are dismissed or finally determined in favor of the Employee. Attorney fees shall be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

ARTICLE XXI

MISCELLANEOUS PROVISIONS, SHIFT CHANGE, RETROACTIVITY

A. HEALTH HAZARDS

Any Employee required/requested to transport or is in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding

protection for the Employee. If a health hazard is not known until after an Employees contact, the Employer will notify the Employee as soon as possible, and any medical exams and/or treatment will be provided by the Employer at no cost to the Employee.

B. NOTIFICATION OF SHIFT CHANGE

Employees shall receive at least two (2) weeks notice of any proposed total shift change.

C. NON-DISCRIMINATION

There shall be no discrimination by the Employer or the SOA against any Employee because of the Employee's membership or non membership in the SOA. Neither the Employer nor the SOA shall discriminate against any Employee because of race, creed, age, sex, marital status, sexual orientation, handicap status, or national origin.

D. SEPERABILITY

If any provision of the Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

E. RETROACTIVITY

The retroactive aspects of this Agreement, including salary and economic benefits, shall apply solely to all Employees on the payroll of the Employer on and after January 1, 2011.

The new rate of pay shall take effect within 28 days following execution of this agreement. The retroactive payments shall be completed as soon as practicable following the execution of this agreement. The Employer will issue to each Employee on the payroll from January 1, 2011 until this agreement is executed an itemized list of all retroactive monies owed to the Employee. The retro salaries are to be paid in a separate check during the normal pay cycle with in 30 days following the signing of this Agreement

ARTICLE XXII

DISCIPLINE APPEALS PROCESS

The purpose for this Article is not to replace the Discipline Guidelines as established by the County of Gloucester or the Gloucester County Sheriff but to provide for an appeals process and to insure proper procedure in all disciplinary matters are handled accordingly.

A No employee shall be disciplined with out just cause.

Except in extreme cases of misconduct, disciplinary shall be intended as corrective actions and shall be progressive in nature.

1. A counseling notice is a management tool which may be used to advise an employee of an action and a corrective action plan including but not limited to retraining or a review of policy.

2. The progressive discipline and schedule of violations shall be part of the Gloucester County Sheriffs Department Rules and Regulations

3. Discipline may consist of Verbal Reprimands, Written Reprimands, Fines, Suspensions, and Terminations.

B. Internal Affairs Investigations and any departmental investigations shall follow The Attorney General Guidelines, The Law Enforcement Officers Protection Act, and the employee rights decisions of "Weingarten", "Laudermill, and Garrity" Court cases.

The employee has a right to counsel and he/she may exercise that right or waive it as the employee may choose.

An employee may be represented by FOP Representative or by Counsel at any disciplinary proceeding or hearing before the County of Gloucester, The Merit System Review Board or Courts of Competent Jurisdiction.

A valid invocation of the right to remain silent under Federal or State constitution shall not be deemed insubordination. However, such rights may not be invoked to avoid cooperation in the investigation of other employees or incidents.

Any employee who has been charged shall be entitled to a hearing. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

APPEALS: All appeals shall follow the normal established procedure for each disciplinary action. The Appeals process for minor discipline, as defined as five (5)

days suspension or less, is through the grievance procedure. The Appeals process for major discipline, as defined as six (6) day suspension or greater is the Office of Administrative Law.

MINOR DISCIPLINE: For minor disciplinary matters, the hearing shall be conducted by the Director of County Human Resources or County Administrator or designee.

ARTICLE XXIII

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, including but not limited to all previous settlements and arbitration awards, which were or could have been the subject of a Grievance or Arbitration by PERC. Therefore, the four corners of this contract prevail.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC. This Agreement shall not be amended, modified or supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIV

DURATION

This Agreement shall be effective January 1, 2011 and continue through December 31, 2014, subject to the SOA's right to negotiate a successor Agreement.

Negotiation for a successor Agreement shall commence during the month of September 2013 by either party to this Agreement notifying the other in writing or its decision to modify or extend the provisions of this Agreement.

IN WITNESS WHEREOF, THE EMPLOYER AND THE SOA HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BELOW.

SHERIFF'S OFFICE SUPERIOR OFFICERS ASSOCIATION FRATERNAL ORDER OF POLICE	BOARD OF CHOSEN FREEHOLDERS/ SHERIFF OF THE COUNTY OF GLOUCESTER
BY: Lt. Charles J. Fare, V.P. Lt. Charles J. Fare V.P. GCSO FoP #165	BY: Robert M. Damminger, Freeholder Director
BY: CPT. [illegible]	BY: Carmel M. Morina, Sheriff
BY: Lt. Kelly A. [illegible]	BY: Chad M. Bruner, County Administrator
BY: _____	BY: _____
DATE 2/2/12	DATE _____

APPENDIX "A"

Salary Schedule:

TIER 1 Employee:

	2011	2012	2013	2014
Lieutenants:	$105,440	$107,549	$109,700	111,894
Captains:	$108,190	$110,299	$112,450	114,645

TIER 2 Employees:

There presently are no Tier 2 Employees subject to this Agreement.

Tier 2 employees hired on or after 1/1/11 and upon promotion to Lieutenant they shall earn Six thousand five hundred ($6,500) dollars above a Tier 2 Sergeant.

If Tier 2 Lieutenant is promoted to Captain they shall receive an Increase above Tier 2 Lieutenants of two thousand ($2,000) dollars.

APPENDIX "B"

UNIFORMS:

The initial uniforms as a Sheriff Department Employee and equipment that was issued and replaced through the employee's career is the only issue for employees covered by this Agreement. The Officers are expected to maintain uniforms in accordance with departmental policy.

The only exception is for the following that shall be issued upon promotion to Lieutenant and/ or Captain:

Two (2) Long Sleeve Standard Shirts
Two (2) Short Sleeve Standard Shirts
Two (2) Breast badges indicating rank
One (1) Outer Jacket
One (1) Identification card indicating rank

NOTE: All proper insignia, emblems, flags, and rank designation shall be affixed to the issued shirts and jacket at no cost to the employee.

APPENDIX "C"

DENTAL PROGRAMS:

The Dental Plan Programs are semi-voluntary with the County of Gloucester contributing fixed amount of a total of Thirty-One ($31) dollars toward the monthly premium regardless of the plan.

The following costs for 2011 to the employee are automatically deducted from their bi-weekly payroll check.

DELTA DENTAL PREMIER PLAN:

	GC Monthly Premium Cost	Cost to Employee
One (1) party	31.50	.50
Two (2) party	58.69	27.29
Three (3) party	107.26	76.26

DELTA CARE/ FLAGSHIP PLAN:

One (1) party	24.17	.00
Two (2) party	46.03	15.03
Three (3) party	74.15	43.15

NOTE:
For contract years 2012 through 2014 upon request by the FOP the County of Gloucester will add an amendment to this Appendix indicating the amount of increased or decreased costs for participation in this dental program.